

**MISSOURI DEPARTMENT OF TRANSPORTATION
INFORMAL QUOTE GUIDELINES AND DOCUMENTATION
FOR PURCHASES FROM \$3,000 TO \$24,999.99**



REQUEST FOR QUOTATION

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

TODAY'S DATE: NOVEMBER 28, 2011	QUOTE DUE BY (DATE AND TIME): DECEMBER 9, 2011 @ 10:00 AM CST	F.O.B. REQUIREMENTS: DESTINATION
CONTRACT PERIOD: 12 MONTHS BEGINNING UPON BID AWARD.	QUOTE # SEW12-0522-R9 THIS QUOTATION NUMBER SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE.	BUYER NAME: CARMELLA GREEN INT. GS SPECIALIST PHONE NUMBER: 417-469-6253 FAX NUMBER: 417-469-3449
District Mailing Address: Missouri Department of Transportation – District 9 Procurement Division P.O. Box 220 Willow Springs, MO 65793		Pickup/Delivery Location: See Attached Locations on Page 3

MoDOT Southeast District seeks to establish a 12-month contract for a Recap Tire Program, in which casings supplied by Southeast District will be picked up, recapped and returned to the locations listed on Page 3. Multiple awards will be made based on retread process, distance from maintenance facilities, and total price for pick up/delivery to the facilities listed on Page 3. An option for two 12-month extensions will be offered provided there will be no change in price or terms and conditions of the original contract.

The awarded vendor(s) will supply Southeast District with 11R22.5 All-Season Recapped Pre-Cure tires equivalent to the Oliver Tuff-Cure Pre-Cure Retread Process, Sierra Tread Design Compound TC 2000, with a tread depth of 22/32" (17mm), tread size 8, 9 (Metric 205/220) for drive axle application dependent upon design criteria. A picture of the tread design is below. This data comes from <http://www.oliverrubber.com/us/en/traclug.asp>



Sierra Lug Design
Compound TC 2000
Tread Size: Metric 205,220 Standard 8,9
Tread Depth Metric 17mm Inches 22/32"

Materials used in recapping shall be equal to or better than that of new rubber compound. Recapping procedures should conform to industry-recognized standards. Casings used for recapping should be no more than 4-years old and have no more than 1 repair in each section of the tire if it were divided into four equal parts.

MoDOT Southeast District estimates recapping approximately 300 tires annually. This quantity is expected to increase with the new district boundaries.

VENDOR NAME:

When using non-MoDOT supplied casings, vendors should use only major brand casings such as Goodyear, Michelin, Firestone, Bridgestone, or Goodrich. If you will be using other brands of casings, please list these brands in the space provided below:

All recapped tires purchased under this program must be supplied by re-treaders who have been certified under the General Services Administration, Federal Tire Program and/or Quality Assurance Facility Inspection Program (QAFIP) and/or U.S. Government Tire and Retread Plant Program administered by the U.S.D.O.T. Submit a copy of certifications with your bid response.

All pricing is to be based upon the pickup and delivery of tires F.O.B. Destination (locations are listed on Page 3). Delivery costs must be included in the unit prices & not listed as a separate line item. Pricing must remain the same during the term of the contract.

All tires provided under this agreement must have warranty coverage. Submit an attachment describing the coverage your company will provide on tires under this agreement.

U/M	DESCRIPTION	UNIT PRICE
EA	11R22.5 Recapped Tire with MoDOT supplied casing (unmounted)	\$ per tire
MoDOT personnel will inspect casings to determine their suitability for recapping. To assist us in our casing inspection processes, submit an attachment describing the casing inspection criteria your company will use in determining if a casing is acceptable for use. MoDOT will then use the same inspection criteria when determining which casings to send in for recapping. However, in the event we submit casings the vendor finds unacceptable, these shall be returned, at no cost, to Southeast District for disposition.		

U/M	DESCRIPTION	UNIT PRICE
EA	11R22.5 Recapped Tire without MoDOT supplied casing (unmounted)	\$ per tire
This pricing will be used only if MoDOT desires to purchase recapped tires, but has no casings to supply.		

The awarded vendor agrees to purchase 315 and 11R22.5 casings from Southeast District at the price quoted below.

U/M	DESCRIPTION	UNIT PRICE
EA	11R22.5 casing purchased from MoDOT	\$
EA	315 casing purchased from MoDOT	\$

Specify the recapping process which will be used for tires provided under this agreement (check one):	Cold Caps	Moldcure

MISSOURI DEPARTMENT OF TRANSPORTATION

Southeast District Locations

Facility	County	Address	Location
Advance	Stoddard	28275 State Highway 25, Advance, MO 63730	Rte. 25 at Rte 91
Alton	Oregon	Rt. 1, Box 1822, Alton, MO 65606	Rt. 160 1 Mile East of Rt. 19
Ava	Douglas	Rt. 3, Box 23B, Ava, MO 65608	Rt. 5, ½ mile S. of Rt. 14
Bellevue	Iron	HC 63, Box 1120, Bellevue, MO 63623	Jct. 21 & Rt. O
Bunker	Dent	Route 2, Box 124C, Bunker, MO 63629	Rt. A 0.4 Mile West of Rt. 72
Cape Girardeau	Scott	3359 E. Outer Rd, Scott City, MO 63780	I-55 EOR, S of Rte. AB
Centerville	Reynolds	Route 1, Box 99, Lesterville, MO 63654	Rt. 21 at Rt. N
Charleston	Mississippi	6712 No. 325 th St., Charleston, MO 63834	I-57 SOR, 0.2 Mi. S of Rte. 60
Dexter	Stoddard	1111 Hickory Log Drive, Dexter, MO 63841	Rte. 60, 0.5 Mi. E of BR 60
Doniphan	Ripley	Rt. 3, Box 2277, Doniphan, MO 63935	Rt. 21 at Rt. 160 East Junction
Dora	Ozark	Box 3830, Dora, MO 65637	Rt. 181, 2/10 mile North of Rt. H
Ellington	Reynolds	Rt. 4, Box 800, Ellington, MO 63638	Rt. 21 0.2 mile North of Rt. 106
Ellsinore	Carter	Rt. 2, Box 2198, Ellsinore, MO 63937	Rt. 60 at Rt. 21 East Junction
Fredericktown	Madison	1001 Madison 200, Fredericktown, MO 63645	Rt. 67, 1.0 Mi. S. of Rte. E
Gainesville	Ozark	Rt. 1, Box 1C, Gainesville, MO 65655	Rt. MM, 500 feet West of Rt. 5
Hartville	Wright	5804 Highway 5, Hartville, MO 65667	Rt. 5, ½ Mile North of Rt. Z
Hayti	Pemiscot	492 MO State Outer Rd., Hayti, MO 63830	I-55 EOR, 1.2 Mi. N of Rte. 84
Houston	Texas	1540 North Hwy. 63, Houston, MO 65793	1 Mile North of Houston on Rt. 63
Jackson	Cape Girardeau	200 State Hwy Y, Jackson, MO 63755	Rte. Y at Rte. 61
Kennett	Dunklin	1600 Southwest Drive, Kennett, MO 63857	Rte. O, 0.5 Mi. S of Rte. 84
Kewanee	New Madrid	86 State Highway W, New Madrid, MO 63869	Rte. W, 0.2 Mi. W of Rte. 61
Malden	Dunklin	4005 N. Douglas St., Malden, MO 63863	Rte. 25, 0.2 Mi. S of Rte. D
Mt. Grove	Wright	8675 Old Hwy 60, Mt. Grove, MO 65711	Old Rt. 60, 4/10 mile West of Bus 60
Marble Hill	Bollinger	Rte. 2, Box 1655, Marble Hill, MO 63764	Rte. 51, 1.5 Mi. N of Rte. FF
Patton	Bollinger	Rte. 1, Box 2490, Patton, MO 63622	Rte. 72, 0.25 Mi. E of Rte. 51
Park Hills	St. Francois	2240 Conway Road, Park Hills, MO 63601	Rte. 67, 1.5 Mi. S of Rte. 8
Piedmont	Wayne	Rte. 2, Box 2636 A, Piedmont, MO 63957	Rte 49, 0.5 Mi. N of Rte. 34
Perryville	Perry	754 Lake Drive, Perryville, MO 63775	I-55 WOR, 1.0 Mi. N of Rte. 51
Poplar Bluff	Butler	3568 Hwy 67 North, Poplar Bluff, MO 63901	Rte. 67, 0.5 Mi. N of Rte. W
Puxico	Stoddard	240 State Hwy 51 South, Puxico, MO 63960	Rte. 51, 0.5 Mi. S of Rte. PP
Qulin	Butler	13148 State Hwy 53, Qulin, MO 63961	Rte. 53, 0.2 Mi. N of Rte. N
Ste. Genevieve	St. Genevieve	17651 Hwy 32, Ste. Genevieve, MO 63670	Rte. 32, 0.5 Mi. W of I-55
Sikeston	Scott	111 Edwards Street, Sikeston, MO 63801	Rte. 62, 1.25 Mi. W of I-55
Silva	Wayne	301 Main Street, Silva, MO 63964	Rte. 67, 0.2 Mi. S of Rte. 34
Summersville	Texas	235 S. Hwy 17, Summersville, MO 65571	Rt. 17 0.3 Mile South of Rt. 106
Van Buren	Carter	HCR 1, Box 99, Van Buren, MO 63965	Rt. 60 Approx. 2 mile East of Rt. 63
West Plains	Howell	1287 CR 8690, West Plains, MO 65775	63 Bypass 0.4 Mile South of Rt. ZZ
Willow Springs	Howell	3956 E. Main, Willow Springs, MO 65793	Rt. 60 0.4 Mile East of Rt. 60/63 So.
Winona	Shannon	106 Industrial Drive, Winona, MO 65588	Rt. 19 - 1 Mile North of Rt. 60

VENDOR NOTES

Missouri Department of Transportation purchase orders must be issued to the invoicing company/address. If the invoicing company/address will be different from that listed in the vendor information section (below), the vendor should specify the “remit to” company/address in the vendor notes section (above).

VENDOR INFORMATION

Vendor Name/Mailing Address:	Vendor Contact Information (including area codes):
	Phone #:
	Cellular #:
Email Address:	Fax #:
Printed Name and Title of Responsible Officer or Employee:	Signature:

Is your company registered/certified with the State of Missouri as a (please circle):

NO	MINORITY BUSINESS ENTERPRISE (MBE) ?	YES
NO	WOMEN BUSINESS ENTERPRISE (WBE) ?	YES

Would your company like information on becoming a registered/certified MBE/WBE vendor?

NO	YES
----	-----

Is your company a MISSOURI SERVICE-DISABLED VETERAN BUSINESS?

NO	YES
----	-----

A service-disabled veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veteran's affairs. A service-disabled veteran business is defined as a business concern:

- not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of publicly owned businesses, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- the management and daily business operations of which are controlled by one or more service-disabled veterans.

All responses to this Request For Quote should be submitted on this form and returned to the buyer listed above at the fax number or district mailing address shown.

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF _____)
) ss
COUNTY OF _____)

On the ____ day of _____, 20____, before me appeared _____, personally
known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being
by me duly sworn, stated as follows:

• I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

• I, the Affiant, am the _____ of _____, and I am duly
authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

• I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

• I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

• I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

•

Affiant Signature

Subscribed and sworn to before me in _____, _____, the day and year first above-written.
city (or county) state

Notary Public

My commission expires:

APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP

(a separate affidavit is required for each owner and general partner)

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instruments, who being by me duly sworn, deposed as follows:

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 208.009, RSMo, for failure to provide affirmative proof of lawful presence in the United States of America:

I am the _____ of _____, which is applying for a public benefit (grant, contract, and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT).

I am classified by the United States of America as: (check the applicable box)

- ☐ a United States citizen.
☐ An alien lawfully admitted for permanent residence.

I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement or representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device, shall be guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued between \$500 and \$25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than \$5,000 – Sections 558.011 and 560.011, RSMo), and is a Class B felony for stolen public benefits valued at \$25,000 or more (punishable by a term of imprisonment not less than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until such time as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to prove citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

Affiant Signature

Affiant's Social Security Number or
Applicable Federal Identification Number

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My commission expires:

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

VENDOR INFORMATION

(All Bidders Must Furnish ALL Applicable Information Requested Below)

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:
Printed Name of Responsible Officer or Employee:	Signature:
For Corporations - State in which incorporated:	For Others - State of domicile:

If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:

*If additional space is required, please attach an additional sheet and identify it as **Addresses of Missouri Offices or Places of Business.***

M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (**M/WBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>

*If additional space is required, please attach an additional sheet and identify it as **M/WBE Information***

PREFERENCE CERTIFICATION

(All Bidders Must Furnish ALL Applicable Information Requested Below)

GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA: If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are **not** manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.

Item (or item number)	Location Where Item is Manufactured or Produced

*If additional space is required, please attach an additional sheet and identify it as **Location Products are Manufactured or Produced.***

MISSOURI SERVICE-DISABLED VETERAN BUSINESS: Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

<u>Veteran Information</u>	<u>Business Information</u>
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

STANDARD SOLICITATION PROVISIONS

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (**MHTC**), acting by and through its operating arm, the Missouri Department of Transportation (**MoDOT**), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

GENERAL TERMS AND CONDITIONS

Definitions

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

Nondiscrimination

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).
- b. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors providing services within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

Executive Order:

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "**VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM**" must be completed and returned with the solicitation documents.
- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBES. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

Cancellation of Contract

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

Bankruptcy or Insolvency

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

Warranty

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

Status of Independent Contractor

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Non-Waiver

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

Indemnification

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

SPECIAL TERMS AND CONDITIONS

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- 1) General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 2) Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 3) Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

Prohibition Of Employment Of Unauthorized Aliens:

- a. **Non-employment of Unauthorized Aliens:** Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:
 - 1) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/files/programs/gc_1185221678150.shtm
 - 2) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Proof of Lawful Presence For Sole Proprietorships and Partnerships: If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo.

